

Jordon Harlan, Esq. (CA #273978)  
**HARLAN LAW, P.C.**

1245 Island Avenue  
San Diego, CA 92101  
Telephone: (619) 870-0802  
Fax: (619) 870-0815  
Email: jordon@harlanpc.com

Adam J. Kress, Esq. (MN #0397289)  
*Pro Hac Vice to be filed*

Anna Rick, Esq. (MN #0401065)  
*Pro Hac Vice to be filed*

**JOHNSON BECKER, PLLC**  
444 Cedar Street, Suite 1800  
St. Paul, MN 55101  
(612) 436-1800 / (612) 436-1801(fax)  
Email: [akress@johnsonbecker.com](mailto:akress@johnsonbecker.com)  
[arick@johnsonbecker.com](mailto:arick@johnsonbecker.com)

*Attorneys for Plaintiff Nicole Hutchison*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**NICOLE HUTCHISON, an  
individual,**

**Plaintiff,**

**v.**

**FITBIT, INC., a Delaware  
Corporation,**

**Defendant.**

Case No.:

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

1. Strict Products Liability
2. Negligent Products Liability
3. Breach of Implied Warranty of Merchantability
4. Breach of Implied Warranty of Fitness for a Particular Purpose

Plaintiff, **NICOLE HUTCHISON** (hereafter referred to as “Plaintiff”), by  
and through her undersigned counsel, **JOHNSON BECKER, PLLC** and

1 **HARLAN LAW, P.C.**, hereby submits the following Complaint and Demand for  
2 Jury Trial against Defendant **FITBIT, INC.** (hereafter referred to as  
3 “Defendant Fitbit” or “Defendant”) and upon information and belief, at all times  
4 hereinafter mentioned, alleges as follows:

5 **NATURE OF THE CASE**

6 1. Defendant designs, manufactures, markets, imports, distributes  
7 and sells a wide-range of consumer electronics and tech products, including the  
8 subject “Fitbit Versa 2 Activity Tracker,” which specifically includes the Model  
9 Number FB507 (referred to hereafter as “Fitbit(s)” or “subject Fitbit”) that is at  
10 issue in this case.

11 2. Defendant Fitbit claims that it designs and builds its Fitbit  
12 smartwatches “with the goal that you never want to take them off”<sup>1</sup> and boasts  
13 that its Fitbits will help you “[t]ake charge of your health.”<sup>2</sup> Defendant further  
14 boasts that it selects the materials used in its Fitbits “through a rigorous  
15 evaluation and testing process beyond what existing regulations require.”<sup>3</sup>

16 3. Despite these claims, Defendant designed, manufactured,  
17 marketed, imported, distributed, and sold, both directly and through third-party  
18 retailers, a product that suffers from serious and dangerous defects. Said  
19 defects cause significant risk of bodily harm and injury to its consumers.

20 4. Specifically, said defects manifest themselves when the Fitbit’s  
21 lithium-ion battery starts to overheat, resulting in thermal burns, chemical  
22 burns, and fire hazards. The Plaintiff in this case sustained a substantial burn  
23 to her wrist after wearing the subject Fitbit to help track her sleep and her  
24 weight-loss journey.

25  
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27 <sup>1</sup> See <https://www.fitbit.com/global/us/product-care> (last accessed July 12, 2023).

28 <sup>2</sup> See <https://www.fitbit.com/global/us/home> (last accessed July 12, 2023).

<sup>3</sup> See <https://www.fitbit.com/global/us/product-care> (last accessed July 12, 2023).

1           5.       For nearly a decade, consumers have reported sustaining thermal  
2 burns, chemical burns, rashes, infections, blisters, and allergic reactions from  
3 Defendant's various health trackers and smartwatches, resulting in at least two  
4 wide-scale recalls.<sup>4</sup> However, Defendant has continued to deny any major  
5 defects with its products, and has largely maintained that a "very limited  
6 number of consumers" experience skin irritation related to its products, advising  
7 that any injuries are the result of consumer hygiene issues or overuse of the  
8 product.

9           6.       Defendant Fitbit knew or should have known of these defects, but  
10 nevertheless put profit ahead of safety by continuing to sell its Fitbits to  
11 consumers, failing to warn said consumers of the serious risks posed by the  
12 defects, failing to redesign the dangerously defective Fitbits so as to prevent  
13 injury, and failing to timely recall its Fitbits despite the risk of significant  
14 injuries to Plaintiff and consumers like her.

15           7.       Defendant Fitbit ignored and/or concealed its knowledge of these  
16 defects in its Fitbits from the Plaintiff in this case, as well as the public in  
17 general, in order to continue generating profit from the sale of said Fitbits,  
18 demonstrating a callous, reckless, willful, depraved indifference to the health,  
19 safety and welfare of Plaintiff and consumers like her.

20           8.       As a direct and proximate result of Defendant Fitbit's conduct, the  
21 Plaintiff in this case incurred significant and painful bodily injuries, medical  
22 expenses, physical pain, mental anguish, and diminished enjoyment of life.

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23  
24  
25 <sup>4</sup> See CPSC Recall Notice from March 12, 2014  
26 ([https://www.cpsc.gov/Recalls/2014/Fitbit-Recalls-Force-Activity-Tracking-](https://www.cpsc.gov/Recalls/2014/Fitbit-Recalls-Force-Activity-Tracking-Wristband)  
27 [Wristband](https://www.cpsc.gov/Recalls/2014/Fitbit-Recalls-Force-Activity-Tracking-Wristband)), a copy of which is attached hereto as Exhibit A. See also CPSC Recall  
28 Notice from March 2, 2022 ([https://www.cpsc.gov/Recalls/2022/Fitbit-Recalls-Ionic-](https://www.cpsc.gov/Recalls/2022/Fitbit-Recalls-Ionic-Smartwatches-Due-to-Burn-Hazard-One-Million-Sold-in-the-U-S)  
[Smartwatches-Due-to-Burn-Hazard-One-Million-Sold-in-the-U-S](https://www.cpsc.gov/Recalls/2022/Fitbit-Recalls-Ionic-Smartwatches-Due-to-Burn-Hazard-One-Million-Sold-in-the-U-S)), a copy of which is  
attached hereto as Exhibit B.

**PLAINTIFF NICOLE HUTCHISON**

9. Plaintiff is a resident and citizen of the United States of America and Indiana, domiciled in the city of Indianapolis, County of Marion, State of Indiana.

10. On or about September 24, 2021, Plaintiff suffered serious and substantial burn injuries after wearing the subject Fitbit while taking a walk. These injuries were the direct and proximate result of the Fitbit's lithium-ion battery overheating during the normal, directed use of the Fitbit.

**DEFENDANT FITBIT, INC.**

11. Defendant Fitbit designs, manufactures, markets, imports, distributes and sells a variety of consumer electronics and tech products,<sup>5</sup> including smartwatches, fitness trackers, and scales, amongst others.

12. Defendant Fitbit is a Delaware corporation with its principal place of business located at 199 Fremont Street, San Francisco, California, 94105 and as such is deemed to be a citizen of both Delaware and California.

**JURISDICTION & VENUE**

13. This Court has subject matter jurisdiction over this case pursuant to diversity jurisdiction prescribed by 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and there is complete diversity between the parties.

14. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because Defendant is a resident and citizen of this district.

15. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant has sufficient minimum contacts with the State of California and intentionally availed itself of the markets within California through the promotion, sale, marketing, and distribution of its products.

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<sup>5</sup> See generally, <https://www.fitbit.com/global/us/products> (last accessed July 12, 2023).

## FACTUAL BACKGROUND

16. Defendant Fitbit is engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing, and selling the Fitbit smartwatches at issue in this litigation.

17. Defendant claims that it designs and builds its Fitbit smartwatches “with the goal that you never want to take them off”<sup>6</sup> and boasts that its Fitbits will help you “[t]ake charge of your health.”<sup>7</sup> Defendant further boasts that it selects the materials used in its Fitbits “through a rigorous evaluation and testing process beyond what existing regulations require.”<sup>8</sup>

18. Despite these claims, Defendant designed, manufactured, marketed, imported, distributed, and sold, both directly and through third-party retailers, a product that suffers from serious and dangerous defects. Said defects cause significant risk of bodily harm and injury to its consumers.

19. These defects are not news to Defendant. On March 2, 2022, Defendant Fitbit, in connection with the CPSC, announced a recall of over 1 million of Defendant’s Fitbit Ionic Smartwatches after receiving “**115 reports in the United States (and 59 reports internationally) of the battery in the watch overheating with 78 reports of the burn injuries in the United States.**”<sup>9</sup> These reports included two reports of third-degree burns and four reports of second-degree burns. An additional **forty** burn injuries were reported internationally.<sup>10</sup>

20. Furthermore, Defendant and the CPSC issued a similar recall of Defendant’s Fitbit Force activity-tracking wristbands back on March 12, 2014.

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<sup>6</sup> See <https://www.fitbit.com/global/us/product-care> (last accessed July 12, 2023).

<sup>7</sup> See <https://www.fitbit.com/global/us/home> (last accessed July 12, 2023).

<sup>8</sup> See <https://www.fitbit.com/global/us/product-care> (last accessed July 12, 2023).

<sup>9</sup> See Exhibit B.

<sup>10</sup> *Id.*

1 The recall was the result of the CPSC receiving “**about 9,900 reports of**  
 2 **wristband causing skin irritation and about 250 reports of blistering.**”<sup>11</sup>

3 21. Consumers have reported sustaining rashes, chemical burns,  
 4 thermal burns, blisters, skin infections, and scarring associated with a wide  
 5 variety of Defendant’s various Fitbit smartwatch and fitness tracker models and  
 6 designs. The following constitutes only a small sampling of these reports<sup>12</sup>:

7 i. February 2, 2015: “I have owned a Fitbit Flex since last summer. I  
 8 have had no problems with it until recently. I have been burned  
 9 twice now by the device. Approximately 1 month ago and this week.  
 10 The first time the area was not as bad. The skin was red, raised and  
 11 there were blistered areas. This skin burn occurred under the  
 12 battery area. Recently the area has again become injured but  
 13 worse.”

14 ii. June 9, 2015: “Received an upgrade from the Fitbit [REDACTED],  
 15 which I used everyday [sic] for 14 months, with no reaction. I use  
 16 the Fitbit Charge HR and have received 2 cigar shaped burns on my  
 17 left wrist. I only remove it for charging and while I shower. After  
 18 the las burn I waited for a minimum week and the burn blistered  
 19 and peeled off like a bad sunburn. It faded and after a week  
 20 continued to us it and within a week the red marks were back and  
 21 I decided to start to look if others were suffering like I was.”

22 iii. September 18, 2015: “I have purchased Fitbit surge model, I had to  
 23 return the first product because the batter didn’ [sic] last more than  
 24 10 hours after 2 month of purchase which it should last up to 5 days  
 25 when it’s fully charged. The company sent me a replacement which  
 26

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27 <sup>11</sup> See Exhibit A.

28 <sup>12</sup> The following reports were made by consumers to the CPSC. The date listed is the date the report of injury was sent to Fitbit, Inc. or Google, LLC.

1 after a month of use, it burned my wrist with blisters. I have kept  
2 the product clean and too off the watch before going to bed most of  
3 the time. This was a very painful and horrible experience.”

4 iv. February 17, 2016: “My Fit Bit Flex has given me terrible rashes  
5 and burns. I do not wear it while working out, just during daily use  
6 in my office job. I do not let lotion, water or soap get under it so I'm  
7 not sure why it would be causing this. I took the Fit Bit off for over  
8 a week and the burns didn't get any better, they are bad enough to  
9 need medication/ointment. This is terribly disappointing and will  
10 probably leave red scarred areas for life.”

11 v. April 4, 2016: “03/04/2016 - The consumer wore the [Fitbit Charge  
12 HR] like she normally does and went to work; when the consumer  
13 came home, she took the bracelet off because it was hurting her  
14 wrist. The consumer noticed a burn and blisters on her left wrist  
15 where she wore the bracelet. The consumer applied a burn cream  
16 she had in her home - Silver Sulfadiazene - and bandaged her wrist  
17 till next day. The next day, the consumer states that the blisters  
18 were not as bad but were still there. The consumer indicates that a  
19 scar will be left on her wrist. The consumer ceased use of her  
20 bracelet. The consumer states that she uses her bracelet since she  
21 wakes up till she goes to bed, for an approximate of sixteen hours  
22 daily.”

23 vi. March 9, 2017: “I purchased a Fitbit Charge 2 fitness tracker, which  
24 I wore for a week. I received a nasty chemical burn from it without  
25 warning or prior irritation. The burn left two "holes" on my wrist  
26 aligning with its exposed prongs for charging the battery. I  
27 immediately discontinued wearing the band and the burn is still  
28 healing two weeks later.”



- vii. March 28, 2018: “I was wearing the Fitbit Alta and it woke me up in the middle of the night to a very painful sensation in my wrist so I took it off and then tried to go back to sleep and my wrist still continue to hurt so I got back up and turn the light on to check my wrist and it had caused some type of a burn I did go to the doctor and they did say that it was a chemical burn and was related to the fitbit i was wearing on my wrist and the actual outline of the Fitbit is burnt into my wrist. I have contacted Fitbit the only thing they have done was issued a refund for my Fitbit and that is understandable but I do think something needs to be tested with this product because the burn in the blisters that I had on my wrist were pretty bad and I'm a deep sleeper so I think that's why it burnt me so bad before I woke up.”
- viii. June 27, 2019: “I have noticed a spreading very red purple mark under where the [Fitbit Alta HR] back which has the battery contact touches my skin. It started small but now is pretty large. It looks like someone burned me with a cigarette but I can see two deeper burns right where the two lights are flashing.”
- ix. July 22, 2019: “While laying on my bed next to my 5 month old infant, not engaged in any physical activity or sweating, my Fitbit Ionic burned my left wrist in a single circular pattern. The size of circular injury was about 2-4mm across. The burn occurred [sic] around 3pm on June 29. I've been wearing this device for a year and 2 months. I never experienced rash or redness or any discomfort before.”
- x. November 11, 2019: “I received a burn approx 1 1/2" wide and 1/2" thick from my fitbit charge 2. I had gotten a couple of red spots in the past, but they were small and I wasn't concerned. However,



1 yesterday I felt a sparkling as if a live wire was being run across my  
2 wrist and when I pushed up my sleeve I saw the burn mark. I do  
3 have a picture of the burn. They are offering to refund me the full  
4 cost of the unit, but this is a safety hazard and I think they should  
5 be taking serious measures on this product such as a recall.”

6 xi. April 13, 2020: “I wear my [Fitbit Alta HR] tracker overnight to  
7 track sleeping. One day I woke up and it had burned a blister (open  
8 sore) on my wrist. I switched to other wrist and within 24 hours the  
9 other wrist had a small blister. Both under the face of the fitbit. Not the band.  
10 The open blister has not healed in 6 days and feels like an electrical burn.”

11 xii. May 6, 2020: “I received the [Fitbit Inspire HR] as a gift - and what  
12 a terrible gift to receive. After three weeks of use, I now have a burn  
13 the size of the back of the Fitbit on my wrist, which is now starting  
14 to peel and looks like it might leave a scar. The Fitbit remained  
15 clean, I did not sweat, and there are way TOO MANY reports on  
16 these products for Fitbit to continue to make excuses for a proven  
17 and consistent design flaw.”

18 xiii. June 11, 2020: “My Fitbit Ionic has caused a dime sized, red, itchy,  
19 flaky, blisters with rash/burn on my left wrist. I have followed the  
20 product safety guidelines of keeping it clean, dry and not wearing it  
21 too tight. The area has persisted after discontinuing use.”

22 xiv. May 4, 2021: “My Fitbit Inspire HR has now burned me twice. The  
23 first burn is still healing & the second burn yesterday caused  
24 bleeding.”

25 xv. December 9, 2021: “My wrist had what looked like a burn on it from  
26 my FitBit. Originally I thought it was just an irritation, so I took  
27 the watch off and put it on the other wrist and the same thing  
28 started happening. This happened in August and my wrists are still

1 healing.”

2 22. By reason of the forgoing acts or omissions, the above-named  
3 Plaintiff used the subject Fitbit with the reasonable expectation that it was  
4 properly designed and manufactured, free from defects of any kind, and that it  
5 was safe for its intended, foreseeable use as a fitness and health tracker.

6 23. Plaintiff used the subject Fitbit for its intended purpose of tracking  
7 and monitoring her sleep habits and her health and fitness goals, and did so in  
8 a manner that was reasonable and foreseeable by the Defendant.

9 24. However, the aforementioned Fitbit was defectively and negligently  
10 designed and manufactured by the Defendant in that it failed to properly  
11 function, placing the Plaintiff and similar consumers in danger while using the  
12 Fitbits.

13 25. Defendant’s Fitbits possess serious defects that make them  
14 unreasonably dangerous for their intended use by consumers.

15 26. Economic, safer alternative designs were available that could have  
16 prevented the Fitbit’s lithium-ion battery from overheating to the point of  
17 causing burn injuries.

18 27. As a direct and proximate result of Defendant’s intentional  
19 concealment of such defects, its failure to warn consumers of such defects, its  
20 negligent misrepresentations, its failure to remove a product with such defects  
21 from the stream of commerce, and its negligent design of such products, Plaintiff  
22 used an unreasonably dangerous product, which resulted in significant and  
23 painful bodily injuries to Plaintiff.

24 28. Consequently, the Plaintiff in this case seeks damages resulting  
25 from the use of Defendant’s Fitbit as described above, which has caused the  
26 Plaintiff to suffer from serious bodily injuries, medical expenses, physical pain,  
27 mental anguish, diminished enjoyment of life, and other damages.

**FIRST CAUSE OF ACTION**  
**STRICT PRODUCTS LIABILITY**

PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST FITBIT, INC., ALLEGES AS FOLLOWS:

29. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

30. At the time of Plaintiff's injuries, Defendant's Fitbits were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

31. Defendant's Fitbits were in the same or substantially similar condition as when they left the possession of Defendants.

32. Plaintiff did not misuse or materially alter the Fitbit.

33. The Fitbits did not perform as safely as an ordinary consumer would have expected them to perform when used in a reasonably foreseeable way.

34. Further, a reasonable person would conclude that the possibility and seriousness of harm outweighs the burden or cost of making the Fitbits safe. Specifically:

- a. The Fitbits designed, manufactured, sold, and supplied by Defendant were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers;
- b. The seriousness of the potential for burn injuries, fires, and property damage resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;
- c. Defendant failed to properly market, design, manufacture, distribute, supply, and sell the Fitbits, despite having extensive knowledge that the aforementioned injuries could and did occur;

1 d. Defendant failed to warn and place adequate warnings and  
2 instructions on the Fitbits;

3 e. Defendant failed to adequately test the Fitbits; and

4 f. Defendant failed to market an economically feasible alternative  
5 design, despite the existence of the aforementioned economical,  
6 safer alternatives, that could have prevented the Plaintiff's injuries  
7 and damages.

8 35. Defendant's actions and omissions were the direct and proximate  
9 cause of the Plaintiff's injuries and damages.

10 **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
11 punitive damages according to proof, together with interest, costs of suit,  
12 attorneys' fees, and all such other relief as the Court deems proper. Plaintiff  
13 reserves the right to amend the complaint to seek punitive damages if and when  
14 evidence or facts supporting such allegations are discovered.

15 **SECOND CAUSE OF ACTION**

16 **NEGLIGENT PRODUCTS LIABILITY**

17 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST FITBIT,  
18 INC., ALLEGES AS FOLLOWS:

19 36. Plaintiff incorporates by reference each preceding and succeeding  
20 paragraph as though set forth fully at length herein.

21 37. Defendant has a duty of reasonable care to design, manufacture,  
22 market, and sell non-defective Fitbits that are reasonably safe for their intended  
23 uses by consumers, such as Plaintiff and her family.

24 38. Defendant failed to exercise ordinary care in the manufacture,  
25 quality assurance, quality control, distribution, advertising, warnings,  
26 promotion, sale and marketing of its Fitbits in that Defendant knew or should  
27 have known that said Fitbits created a high risk of unreasonable harm to the  
28 Plaintiff and consumers alike.

1       39. Defendant was negligent in the design, manufacture, advertising,  
2 warning, marketing and sale of its Fitbits in that, among other things, it:

- 3       a. Failed to use due care in designing and manufacturing the Fitbits  
4 to avoid the aforementioned risks to individuals;  
5       b. Placed an unsafe product into the stream of commerce;  
6       c. Aggressively over-promoted and marketed its Fitbits through  
7 television, social media, and other advertising outlets; and  
8       d. Were otherwise careless or negligent.

9       40. Even though Defendant knew or should have known of the aforementioned  
10 defects, Defendant continued to market (and continue to do so) its Fitbits to the general  
11 public.

12       **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
13 punitive damages according to proof, together with interest, costs of suit,  
14 attorneys' fees, and all such other relief as the Court deems proper. Plaintiff  
15 reserves the right to amend the complaint to seek punitive damages if and when  
16 evidence or facts supporting such allegations are discovered.

17                   **THIRD CAUSE OF ACTION**

18                   **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

19       PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST FITBIT,  
20 INC., ALLEGES AS FOLLOWS:

21       41. Plaintiff incorporates by reference each preceding and succeeding  
22 paragraph as though set forth fully at length herein.

23       42. At the time Defendant Fitbit marketed, distributed, and sold its  
24 Fitbits, Defendant warranted that its Fitbits were merchantable and fit for the  
25 ordinary purposes for which they were intended.

26       43. Members of the consuming public, including consumers such as  
27 Plaintiff, were the intended third-party beneficiaries of the warranty.

28       44. Defendant's Fitbits were not merchantable and fit for their ordinary

1 purpose, because they had the propensity to lead to serious and substantial burn  
2 injuries, as described herein in this Complaint.

3 45. Plaintiff in this case and/or her family purchased and used the  
4 Fitbit with the reasonable expectation that it was properly designed and  
5 manufactured, free from defects of any kind, and that it was safe for its  
6 intended, foreseeable use.

7 46. Defendant's breach of implied warranty of merchantability was the  
8 direct and proximate cause of Plaintiff's injuries and damages.

9 **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
10 punitive damages according to proof, together with interest, costs of suit,  
11 attorneys' fees, and all such other relief as the Court deems proper. Plaintiff  
12 reserves the right to amend the complaint to seek punitive damages if and when  
13 evidence or facts supporting such allegations are discovered.

#### 14 **FOURTH CAUSE OF ACTION**

#### 15 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A**

#### 16 **PARTICULAR PURPOSE**

17 PLAINTIFF, FOR A FOURTHCAUSE OF ACTION AGANST FITBIT,  
18 INC., ALLEGES AS FOLLOWS:

19 47. Plaintiff incorporates by reference each preceding and succeeding  
20 paragraph as though set forth fully at length herein.

21 48. Defendant manufactured, supplied, and sold its pressure cookers  
22 with an implied warranty that they were fit for the particular purpose of  
23 tracking and monitoring consumers' health and fitness data.

24 49. Members of the consuming public, including consumers such as the  
25 Plaintiff, were the intended third-party beneficiaries of the warranty.

26 50. Defendant's Fitbits were not fit for the particular purpose as a safe  
27 means of tracking health and fitness data, due to the unreasonable risks of  
28 bodily injury, fire, and property damage associated with their use.





1 other expenses in an amount which shall be proven at trial.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff demands judgment against the Defendant as  
4 follows:

5 A. That Plaintiff has a trial by jury on all of the claims and issues;

6 B. That judgment be entered in favor of the Plaintiff and against  
7 Defendant on all of the aforementioned claims and issues;

8 C. That Plaintiff recover all damages against Defendant, general  
9 damages and special damages, including economic and non-economic, to  
10 compensate Plaintiff for her injuries and suffering sustained because of the use  
11 of Defendant's defective Fitbit;

12 D. That all costs be taxed against Defendant;

13 E. That prejudgment interest be awarded according to proof;

14 F. That Plaintiff be awarded attorney's fees to the extent permissible  
15 under Federal and California law; and

16 G. That this Court awards any other relief that it may deem equitable  
17 and just, or that may be available under the law of another forum to the extent  
18 the law of another forum is applied, including but not limited to all reliefs  
19 prayed for in this Complaint and in the foregoing Prayer for Relief.

20  
21 **HARLAN LAW, P.C**

22 Dated: July 14, 2023

/s/ Jordon Harlan, Esq.

Jordon Harlan, Esq. (CA #273978).

1245 Island Avenue

San Diego, CA 92101

Telephone: (619) 870-0802

Fax: (619) 870-0815

Email: [jordon@harlanpc.com](mailto:jordon@harlanpc.com)

27 *In association with:*

**JOHNSON BECKER, PLLC**

Adam J. Kress (MN#0397289)

*Pro Hac Vice to be filed*

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444 Cedar Street, Suite 1800

St. Paul, MN 55101

Telephone: (612) 436-1800

Fax: (612) 436-1801

Email: [akress@johnsonbecker.com](mailto:akress@johnsonbecker.com)

[arick@johnsonbecker.com](mailto:arick@johnsonbecker.com)

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